

- E. Formulate an action plan for Operator's operation.
- F. Provide recommendations for a genetic and nutritional improvement program that enhances herd productivity.

SECTION 5. OBLIGATIONS OF OPERATOR. During the term of this Agreement, the Operator shall institute all reasonable recommendations and/or standards:

- A. Maintain Operator's facilities in accordance with acceptable production standards and all reasonable standards set by Pork Tech in agreement with Operator.
- B. Institute all genetic and production improvement recommendations made by Pork Tech in agreement with operator for the intended purpose of producing superior Market Pigs.
- C. Maintain a quality record keeping system acceptable to Pork Tech in agreement with Operator.
- D. Market all Market Pigs through Pork Tech pursuant to the Monfort Contract.

SECTION 6. REPRESENTATIONS OF PORK TECH. Pork Tech represents and warrants that, in the rendering of consulting and related services under this Agreement, it will follow the customary practice that would be expected to be exercised under the same or similar conditions.

SECTION 7. TITLE. Title to all hogs governed by this Agreement shall at all times remain with Operator. Operator shall, upon notice from Pork Tech, provide clear title to all hogs to be sold on Operator's behalf by Pork Tech pursuant to the terms of the Monfort Contract. Title to Operator's hogs will be cleared within a reasonable period following receipt of notice from Pork Tech. Operator shall indemnify and hold Pork Tech harmless from any claims, demands, damages, or judgments related to the failure of Operator to provide clear title to Operator's hogs as required in this Section 7. Pork Tech shall agree to add additional name/s to check draft as may be required by Operator's lender(s), without additional charge or fee.